COVENANT NOT TO EXECUTE

FOR AND IN CONSIDERATION of Trinton Gamas' Consent to Entry of Judgment in favor of Dennis and Shelley Baadsgaard, in that certain civil action entitled Dennis and Shelly Baadsgaard, Plaintiffs, v. Trinton Gamas, Defendant, Cause No. DV-2019-46, in the 17th Judicial District of Montana, Valley County, in an amount set forth in the Settlement Agreement dated \mathcal{E} -23-, which amount is supported by negotiations between the parties' lawyers consistent with appropriate and applicable measures of damages available to the Baadsgaards under Montana law, together with interest thereon at the judgment rate, and the promises of Trinton Gamas in that certain Settlement Agreement dated ________, including delivery of the Assignment called for therein, Dennis and Shelly Baadsgaard, individually, and as husband and wife, do hereby covenant and agree with Trinton Gamas, that neither they, nor anyone acting on their behalf, will in any way execute upon or enforce the above-mentioned Consent Judgment, nor levy upon nor seek to acquire any interest in any of the assets or property of Trinton Gamas, excepting only such sums, if any, as may be available to satisfy the said Judgment from Safeco Insurance Company, or any other insurers or third parties that Safeco Insurance Company may have privity with regarding Gamas' Insurance Policy No. M 1529359.

It is the intention of the parties to settle with and release Trinton Gamas and hold him entirely harmless for paying or applying any of his money or assets in satisfaction of the above-mentioned Judgment to be entered with his consent in favor of Dennis and Shelly Baadsgaard, in the civil action referred to in the Settlement Agreement.

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This COVENANT NOT TO EXECUTE inures to the benefit and is binding upon these parties, their heirs, successors and assigns.

DATED this 23 day of August, 2019.

Dennis Baadsgaard

Shelly Baadsgaard